

TITLE: Westside Shoofly Single Track Shift and Kinder Morgan Pipe Protect-in-Place-Design Only **DATE:** 12/27/2017

PROJECT: Construction Package No. 1 **CONTRACT NO:** HSR 13-06

CONTRACTOR: Attn: Ghassan Ariqat
 Tutor Perini/Zachry/Parsons, a Joint Venture
 1401 Fulton Street
 Suite 400
 Fresno, CA 93721

DESCRIPTION OF CHANGE:

In accordance with Directive Letter DL-0041R1, this Change Order Compensates the Contractor for design costs to protect-in-place (PIP) the Kinder Morgan Pipe (approximately 186 feet) and to modify the Westside Shoofly to consist of a single-track shift between existing and final alignment of the north wye.

The design work for Kinder Morgan PIP includes, but is not limited to the following:

- Preparation of design drawings for the special protection of the pipeline for the approximate 186-foot section, including preparation of calculations
- Kinder Morgan, UPRR, and SJVR review and approval of the pipe protection plans
- Authority, Kinder Morgan, UPRR, and SJVR review and approval of the design submittals, including:
 - Inclusion of the Kinder Morgan pipe and pipe protection details on JMA's Westside Wye Shoofly Submittal, including update to the Basis of Design Memorandum; and packaging the relevant pipe protection basis of design information as a separate memorandum for standalone use

The design work for the Shoofly realignment includes, but is not limited to the following:

- Submit conceptual layout sheets for informal UPRR/SJVR approval
- Revise track horizontal and vertical alignment, grading and drainage design for north wye shoofly
- Update project phasing to remove north shift shoofly
- Preparation of design drawings for the 90% Submittal to UPRR for this option
- Revision to the Shoofly and Drainage Design Memos for this option
- Fresno Trench and Lid will require:
 - Concept Development
 - Calculation modifications
 - Modifications to the plans
 - ICE review





EXTRA WORK AT AGREED LUMP SUM:

For this work, the Contractor shall be paid the agreed lump sum of **\$85,585.00**. This lump sum constitutes full and complete compensation for providing all services, labor, material, equipment, tools and incidentals, including all markups by reason of this change.

TIME ADJUSTMENT:

There shall be no time adjustment by reason of this Change Order since the work involved does not affect the controlling operation(s).

PCO	Payment Item	Description	Quantity	Unit	Unit Price	Net Amount	Time Adj. Days
0455	00001	Westside Shoofly Single Track Shift and Kinder Morgan Pipe Protect-in Place- Design Only	1.0	LS	\$85,585.00	\$85,585.00	0
Total:					\$85,585.00		0

Contractor	California High-Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			

TITLE: Westside Shoofly Single Track Shift and Kinder Morgan Pipe Protect-in-Place-Design Only
DATE: 12/27/2017

PROJECT: Construction Package No. 1
CONTRACT NO: HSR 13-06

Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.


Subcontractor's Sworn Certification(s):

Attached as _____ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

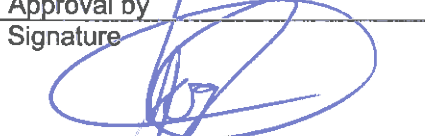
Tutor Perini/Zachry/Parsons, a Joint Venture

Acceptance by Signature 	Ghassan Ariqat – Project Manager/Director	Date 01/10/2018
--	---	--------------------

California High-Speed Rail Authority

Submitted by Signature 	David Vallejos - D-B Oversight Manager	Date 1/18/18
---	--	-----------------

Recommended by Signature 	Steven Milton- Design & Construction Manager	Date 1/19/18
---	--	-----------------

Approval by Signature 	Terry Ogle – Director of Design & Construction	Date 1/24/18
--	--	-----------------